



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Spacesaver
File: B-228098
Date: November 6, 1987

DIGEST

The procuring agency need not consider a late modification in response to a request for quotation for a federal supply schedule small purchase procurement where there has been substantial activity in evaluating quotations and the potential for prejudice to another bidder exists.

DECISION

Spacesaver protests the award by the Department of the Navy under request for quotation (RFQ) No. N00109-87-Q-0297 for a mobile records storage system. The award was made to White Office Systems under a mandatory General Services Administration (GSA) federal supply schedule (FSS) contract.

We deny the protest.

On May 15, 1987, the Navy issued an RFQ for a mobile records storage system to five firms listed on the GSA schedule as suppliers of office equipment of that type. Because the cost of the entire system was estimated to be under \$25,000, the procurement was conducted as a small purchase under the Federal Acquisition Regulation, Part 13 (1986). The RFQ indicated a closing date for receipt of quotations as June 8, 1987. The RFQ did not contain a clause governing submission of late quotations. Spacesaver and White submitted quotations prior to the closing date. While the Navy was evaluating offers, Spacesaver negotiated a revised contract with GSA, effective August 1, which lowered its schedule price on the materials required by the Navy. Based on this revised contract, Spacesaver alleges it submitted a modified "quote" on August 3, to the contracting officer which lowered its total quote from \$19,335 to \$17,541.62, exclusive of freight charges. The Navy advises that this "offer" was an unsigned copy of the revised schedule prices and that no formal modification form was delivered to the

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contracting officer. White's quote of June 4 was \$18,700 including freight charges of \$350. Based upon the original timely submission of quotations, the contracting officer awarded the contract on August 14 to White as having the lowest, technically acceptable quotation.

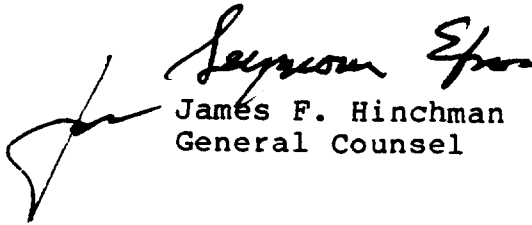
Initially, we point out that our small purchase review standard is intended to apply only to protests against the contracting agency's approach to defining the field of competition for small purchases. We limit our consideration of these types of protests because the small purchase procedures, which are designed to minimize the administrative cost that otherwise might be the equivalent of or exceed the cost of acquiring relatively inexpensive items, permit purchases without the need to maximize competition, in contrast to other procurements. However, once the field of competition is defined, the procurement must be conducted consistent with the concern for fair and equitable competition that is inherent in any procurement. R.E. White & Associates, Inc., B-205489, Apr. 1, 1982, 82-1 CPD ¶ 214; CMI Corp., B-211426, Oct. 12, 1983, 83-2 CPD ¶ 453.

We have held that language requesting quotations by a certain date cannot be construed as establishing a firm closing date for the receipt of quotations absent a late quotation provision expressly providing that quotations must be received by that date to be considered. See CMI Corp., B-211426, supra. An agency therefore should consider any quotations received prior to award if no substantial activity has transpired in evaluating quotations and other offerors would not be prejudiced. Id. The failure to do so would be inconsistent with the statutory requirement for competition to the maximum extent practicable. Instruments & Controls Service Co., 65 Comp. Gen. 685 (1986), 86-1 CPD ¶ 16.

Here, Spacesaver submitted its alleged modification almost a month after initial submission of quotes and the agency had substantially evaluated the quotes and the contract award was pending. The contracting officer felt the acceptance of the late modification might prejudice the other offeror because there had been unauthorized communications between Spacesaver and the user activity. The contracting officer found that Spacesaver had been provided procurement sensitive information including price, number of offerors and evaluation procedures. Thus, unlike the Instruments & Controls Service Co. and CMI Corp. decisions, acceptance of

Spacesaver's alleged modification is not required because the record indicates substantial activity had transpired in evaluating quotations and the offeror could be prejudiced by acceptance of the modification. CMI Corp., B-211426, supra; See Pleion Corp., 62 Comp. Gen. 515 (1983), 83-2 CPD ¶ 61.

The protest is denied.



James F. Hinchman
General Counsel